a witness might testify as to what was said by one person on an occasion, although he might not be able to identify, or even see or hear the other party to the conversation provided the latter were identified aliunde as the other party. The fragmentary nature of the testimony, the possibility of a dishonest party talking into a telephone in the hearing of his witnesses without having any connection with the person to whom he was purporting to talk, and giving answers to questions that were never asked, are all circumstances that should be taken into account in determining what weight is to be attached to the evidence, but are not valid grounds for refusing to hear it at all. Such testimony is not in any way objectionable as being hearsay.

Appeal dismissed.

F. Arnoldi, K. C., and D. D. Grierson, for the plaintiffs. A. McLean Macdonell, K. C., for the defendants.—Canada Law Journal (August).

A Corporation's Liability for Malpractice.—As a corporation cannot practice medicine, so it cannot be held liable for malpractice, says the Supreme Court of Ohio in Youngstown Park and Falls Street Railway Company *v.* Kessler, 95 Northeastern Reporter, 509. Plaintiff was injured by the defendant street railroad company while acting in the capacity of a common carrier. The company promised to send medical aid, which was done. Plaintiff was not only not benefited by the medical services provided, but claimed that she was injured thereby because of improper treatment, and instituted action against the company on the ground of malpractice. The court held that, while a corporation may be held liable on its contract to furnish medical aid where it was careless or negligent in procuring a proper physician, it cannot be liable as for malpractice because of the physician's mistakes or incompetency.

Porter's Commands Make Railroad Liable.—As a train approached a switch station, the negro porter told a passenger who was to alight there to "come on," beckoning at the same time. When he reached the door the negro told him to "hurry up." When he reached the step he was urged to jump. He did. For the injuries sustained action was brought against the railroad company. The Court of Civil Appeals of Texas in Galveston, H. & S. A. Ry. Co. *v.* Krenek, 138 Southwestern Reporter, 1154, holds that the porter's conduct constituted negligence on the part of the railroad company, and sustained a judgment for $500 In Texas it is not negligence per se to alight from a moving train.

Libel.—"Give me rather the respect of my friends than a palace of gold." The reputation of the person is a matter of more concern than property rights. Property can be restored, the poor made rich,

but a good name, once lost or injured, can rarely be regained in the same spotless white. In Ohio, a newspaper reported that a warrant had been issued against plaintiff to answer a charge of perjury. The warrant, in fact, had not been issued and the affidavit not sworn out, though the newspaper reporter had been so informed by the justice of the peace. It was first contended, as a defense, that the publication was privileged; but the court held that the papers in court in such instances are not for the public eye till the matter is up for public hearing, else persons could be libeled with impunity by merely filing their pleadings and then not prosecuting the action. The defense was then interposed under 94 Ohio Laws, 295, providing that where the matter was published in good faith, under a mistake of fact with a reasonable ground for believing that it was true, then the common-law rule of presumption of malice should shift and the burden of proving it be upon plaintiff. But it was held that this was in conflict with the Ohio Constitution, art. 1, § 16, providing that where one's reputation is injured he shall have remedy by "due course of law;" that the common-law rule of burden of proof on the defendant is one of substantive law which is controlled by the phrase "due course of law," thereby rendering the statute unconstitutional, regardless of the fact that the constitutional phrase also extended to matters of evidence and remedies touching one's impairment of property or reputation. Byers *v.* Meridian Printing Co., 95 Northeastern Reporter, 917.

Comity and Contract Obligations.—The contrast between the constitutional basis of the Canadian government and that of the United States recently caused a clash in the Supreme Court of New York in a life insurance policy contest, with interesting results. The charter of a mutual benefit association was changed by the Canadian legislature, thereby necessitating an increased rate of insurance to the impairment of an insured's contract. This the legislature could do, as there are no constitutional restrictions in that country forbidding the impairment of contract obligations by legislative enactments. It was contended on behalf of the benefit association that a foreign corporation carries its charter wherever it goes, that contracts made with it are subject to all variations and changes, which may be made in its charter by legislative enactment at the place where created, and therefore, in the spirit of comity, the courts of the United States should recognize this contract impairing power of the government of Canada. The court held that the rule of comity could not be followed to the extent of disregarding the rules of our state and federal constitutions holding sacred contractual relations, citing with approval Kent's old rule: "The laws of other governments have no force beyond their territorial limits; and, if permitted to operate in other states, it is upon a principle of comity, and only